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**AMENDMENT, MODIFICATION
AND RESTATEMENT OF
SERVITUDES, EASEMENTS AND
RESTRICTIVE COVENANTS**

**UNITED STATES OF AMERICA

STATE OF LOUISIANA**

**BY: COVINGTON COUNTRY CLUB
ESTATES OWNERS ASSN., ET AL**

PARISH OF ST. TAMMANY

BE IT KNOWN, that on this ____ day of _____, in the year of Our Lord, two thousand three;

BEFORE ME, A. WAYNE BURAS, a Notary Public, duly commissioned and qualified in and for the state and parish aforesaid, there in residing, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

COVINGTON COUNTRY CLUB ESTATES OWNERS ASSN., herein represented by David R. Dauphin, its President, individually and as agent and attorney in fact for a majority of the owners of property in Covington Country Club Estates Subdivision and Covington Country Club Extension and Rivercall Estates Subdivisions (hereinafter referred to as "Country Club Subdivisions"), the said David R. Dauphin herein representing the owners of property in the Country Club Subdivisions by virtue of the listing of owners and ownerships attached hereto and the powers of attorney for execution of these restrictive covenants, attached hereto and made a part hereof, the said association and the owners of property in the Country Club Subdivisions are hereinafter sometimes referred to as "Appearers", and the Appearers do hereby declare as follows:

WHEREAS, C.D.C., Inc. originally imposed restrictive covenants for Country Club Estates located in Section 37, Township 7 South, Range 11 East, St. Tammany Parish, Louisiana, in accordance with an instrument dated January 31, 1956, recorded at COB 238, folio 437 of the records of St. Tammany Parish, and further restrictions affecting Country Club Estates Extension and Rivercall Estates Subdivision dated August 12, 1960, recorded at COB 297, folio 241, which restrictions were amended and modified by revised protective covenants dated December 5, 1985 recorded at COB 1241, folio 479 of the records of St. Tammany Parish as corrected by instrument, undated and recorded at COB 1300, folio 667.

WHEREAS, the lots affected by the Country Club Subdivisions restrictions are more fully set forth in the recordation of the original maps and plats of Country Club Estates, Country Club Estates Extension and Rivercall Estates Subdivision recorded as follows:

1. Plan of survey by O.C. Hollister, Registered Surveyor, dated October 3, 1955 for Country Club Estates recorded in Clerk's Map File No. 132B;
2. A plan of subdivision for Country Club Estates Extension and Rivercall Estates Subdivision by Land Engineering Services, Inc., Robert A. Berlin, Registered Surveyor, dated July 11, 1960, recorded in Clerk's Map File No. 2909, all filings are subject to such additional filings and plans of resubdivision affecting the property set forth in the original plans of surveys described hereinabove.

WHEREAS, the Appearers desire to update their restrictive covenants to establish standards for architectural control and establish restrictive covenants within the Country Club

Subdivisions, subject to certain “grandfather” provisions which shall allow existing uses to remain for the life of the structure;

WHEREAS, the Appearers desire to provide for the preservation of values and amenities in the Country Club Subdivisions and for the maintenance of other amenities as a part of the said Country Club Subdivisions, and to this end desire to subject the Country Club Subdivisions described hereinafter to the servitudes, privileges and restrictions, hereinafter set forth in this dedication of servitudes, easements and restrictive covenants, and further, in accordance with the maps and plats of surveys of the Country Club Subdivisions, as amended and modified by lot and resubdivisions recorded in the records of St. Tammany Parish, Louisiana, which shall inure to the benefit of the Country Club Subdivisions, the current and future owners thereof; and

WHEREAS, to insure a uniformity in the continued development and improvements within the Country Club Subdivisions, the Appearers deem it desirable for the efficient operation of the Country Club Subdivisions and for the maintenance of the values, amenities and safeguards provided in the Country Club Subdivisions to delegate certain power of duties to the Covington Country Club Estates Owners Assn. (“Association”) maintaining and administering the common facilities, administrating and enforcing the servitudes, privileges and restrictive covenants and collecting and disbursing the dues and collected charges;

WHEREAS, the Association following the adoption of these restrictions may adopt or modify a set of by-laws to assist in regulating the operation of the association and for the purpose of carrying out the powers and duties afforded to it by laws of the State of Louisiana and by the restrictive covenants and dedications contained herein.

WHEREAS, the amendments made herein are authorized and empowered pursuant to *Louisiana Civil Code*, Article 780, which require a majority vote of the Lot Owners within the Country Club Subdivisions to amend, modify or restate the restrictive covenants as set forth in the original and amended restrictions for the subdivisions.

NOW THEREFORE, the Appearers hereby declare that the property within the Country Club Subdivisions shall henceforth be held, conveyed, hypothecated, encumbered, sold, used, occupied and improved subject to the servitudes and restrictions hereafter set forth, all of which are declared and agreed to be in the general plan of continued use and development of the Country Club Subdivisions and shall be deemed to run with the land and shall be binding upon the current owners, the current owners successors, assigns and liquidators and shall inure to the benefit and be enforceable by the current and future Lot Owners of the Country Club Subdivisions, and further shall be enforceable by the Association or any person acquiring or owning any part or parcel of the property with the Country Club Subdivisions, affected by these restrictions.

Article I

PROPERTY

The Property subject of this act of amendment, modification and restatement of restrictive covenants, dedication of servitudes and easements is described as follows, all lots and parcels of land set forth on the following plans of subdivision, to wit:

1. Plan of survey by O.C. Hollister, Registered Surveyor, dated October 3, 1955 for Country Club Estates recorded in Clerk’s Map File No. 132B;

2. A plan of subdivision for Country Club Estates Extension and Rivercall Estates Subdivision by Land Engineering Services, Inc., Robert A. Berlin, Registered Surveyor, dated July 11, 1960, recorded in Clerk's Map File No. 2909, all filings are subject to such additional filings and plans of resubdivision affecting the property set forth in the original plans of surveys described hereinabove.

The above property is referred to as "Country Club Subdivisions."

Article II

DEFINITIONS

The following words, when used in this act, shall have the following meanings:

- A) "Architectural Review Committee" shall mean the Architectural Review Committee for the Country Club Subdivisions affected by these restrictions as established in Article VIII of these Restrictive Covenants.
- B) "Association" shall mean and refer to Covington Country Club Estates Owners Assn., a non-profit corporation, and its successors, assigns or liquidators.
- C) "Board of Directors" shall mean the Board of Directors of Covington Country Club Estates Owners Assn., a non-profit corporation.
- D) "Common Areas" shall mean and refer to all servitudes, easements, real property, appurtenances and facilities now or hereafter owned, acquired or otherwise available for use by the Association for the benefit, use and enjoyment of its Lot Owners. The use of the Common Areas shall be subject to the control and authority of the Association.
- E) "Country Club Subdivisions" shall mean the property located within Country Club Estates and Country Club Estates Extension and Rivercall Estates Subdivision as per plats by plan of survey by O.C. Hollister, Registered Surveyor, dated May, 1955 for Country Club Estates recorded in Clerk's Map File No. 132B and a plan of subdivision for Country Club Estates Extension and Rivercall Estates Subdivision by Land Engineering Services, Inc., Robert A. Berlin, Registered Surveyor, dated July 11, 1960, recorded in Clerk's map file No. 2909, subject to such additional plans of resubdivision affecting the same property set forth in the original plans of surveys hereinabove, together with such deletions, amendments, additional and substituted filings and resubdivision plats recorded in the records of St. Tammany Parish.
- F) "Lot" shall mean parcels of land designated, on the plats for Country Club Subdivisions.
- G) "Member" shall mean and refer to every person, group of persons, corporation, trust or other entity, or any combination thereof, which holds a Membership in the Association and shall be restricted to the Owner or Owners of Lots in Country Club Subdivisions.
- H) "Home Occupational Office" shall mean a professional occupational office, in which 1) office space does not exceed 15% of the living space of the residence, 2) regular and/or frequent visitations by clientele is not required/does not occur, 3) the principal employee(s) are permanent resident(s) of the home, 4) there is no more than one non-resident employee and 5) there is no on-street parking.

I) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the title to any of the Lot or Lots in the Country Club Subdivisions affected by these restrictive covenants.

J) "Plat" shall mean and refer to the official subdivision plat or plats of property for the Country Club Subdivisions subject to these restrictive covenants, including resubdivision of the Lots.

K) "The Property" shall mean and refer to all or any portion of the real property described in Article I.

L) "Regulations" shall mean and refer to rules of use and conduct adopted by the Association for conduct and activity while using the Common Areas and common facilities, and while residing within Country Club Subdivisions.

Article III

OWNERSHIP OF COMMON AREAS

The Association presently owns and may hereafter acquire property, servitudes and rights of use of property which may be owned and maintained by the association as Common Areas for the use and benefit of the Lot Owner, however subject to the control of the Association.

Article IV

HOMEOWNERS ASSOCIATION

Section 1. For the purpose of assisting in controlling, regulating and maintaining the Common Areas, for the general use and benefit of all Lot Owners, each and every Lot Owner, by virtue of his ownership of a Lot in the Country Club Subdivisions may become a Member of the Association.

Section 2. Membership. The Association shall have one class of membership: Each Lot Owner of the Association shall be entitled to one (1) vote for each Lot owned by any such firm, person, corporation, trust or other legal entity who is a dues paying Lot Owner of the Association. However, there shall be only one (1) vote for each Lot to which a membership is appurtenant, and the vote shall be cast in accordance with the bylaws of the Association.

Article V

RIGHTS UNDER HOMEOWNERS ASSOCIATION

Section 1. Members' Right of Enjoyment. Subject to the provisions of this act of dedication, the Articles of Incorporation, By-Laws of Covington Country Club Estates Owners Assn. and Regulations established by the Association for the Country Club Subdivisions, from time to time, and as amended, every Member of the Association shall have the right of use and enjoyment in and to the Common Areas and common facilities subject to the following:

A) The right of the Association in accordance with its Articles of Incorporation and By-Laws and Regulations, to borrow money for the purpose of improving the Common Areas and common facilities in a manner designed to promote the enjoyment and welfare of the Lot Owners. The Articles of Incorporation of the Association shall require a 2/3 majority consent of the

members of the Board of Directors to pledge, mortgage, hypothecate, sell, dedicate, exchange, transfer, convey, assign and deliver property owned by the Association; and

B) The right of the Association to levy reasonable dues for the Association; and

C) The right of the Association to pass and enforce such other rules and Regulations for the use of the common facilities, including the right to enforce various sanctions against the Owners of Lots in the Country Club Subdivisions, including, but not limited to, the right of suspension, fines and penalties, and assessments for the costs of noncompliance with these restrictions to an individual Lot Owner or other sanctions which in the discretion of the governing body of the Association deems necessary and proper and to take such other actions as necessary to enforce these restrictive covenants and other rights of the Association.

Article VI

DUES

Section 1. Annual Assessments. Each person, group of persons, corporation, partnership, trust, or other legal entity, or any combination thereof, who is a member of the Association agrees to pay the Association, in advance, a sum herein sometimes referred to as "Dues" in a sum established by the Board of Directors, to meet its annual expenses, all as more fully established and set out in the by-laws of the Association, including, but not limited to, the following:

A) The cost of operating expenses of the Common Areas, community lighting facilities and services furnished by the Association, including charges by the Association for facilities and services furnished by it; and

B) The amount of all taxes and assessments levied against the Association or upon any property which it may own or which it is otherwise required to pay, if any; and

C) The cost of fire and extended liability insurance on the Common Areas and the cost of such other insurance as the Association may effect; and

D) The cost of mosquito spraying, garbage and trash collection and/or other services which may be provided by the Association, whether with respect to the Common Areas or otherwise; and

E) The cost of other services which may be provided by the said Association, whether with respect to the Common Areas, enforcement of restrictive covenants and generally in connection with the Country Club Subdivisions; and

F) The cost for maintaining, replacing, repairing and landscaping the Common Areas including, but not limited to, the cost of maintaining, replacing and repairing signage and landscaping within the Common Areas, and such equipment as the Board of Directors shall deem necessary and proper; and

G) The cost of funding a general operating reserve. The Board of Directors may maintain a general operating reserve with at least one year's operating expenses but not exceeding two years operating expenses. If the general operating reserves exceeds the foregoing limitation at years end, then in that event any excess shall be surplus and apportioned among the Lot Owners accounts and serve as a credit to the subsequent annual assessment.

The Board of Directors shall determine the amount of the Dues annually. Upon resolution of the

Board of Directors, installments of annual Dues may be levied and collected on a monthly, quarterly, semi-annual or annual basis. A Lot Owner may prepay one or more installments of any Dues levied by the Association, without premium or penalty.

Section 2. Non-Payment of Dues. In the event a Lot Owner in Country Club Subdivisions fails or refuses to timely pay the Dues set by the Association, he shall be removed as a Member of the Association and shall not be entitled to vote at any meeting of the Association or hold any office in the Association. A Lot Owner who fails to pay dues shall not be entitled to utilize the services of the Association and all further rights, benefits and privileges shall be suspended until all delinquent dues are paid in full.

Article VII

RESTRICTIONS FOR USE OF PROPERTY

Prohibited Uses and Nuisances. The following restrictive covenants shall affect and encumber each Lot within Country Club Subdivision affected by these restrictive covenants, to-wit:

A) All Lots are for single family residential purposes only, no industrial or commercial uses are allowed. No building or structure intended for or adapted to business purposes, and no apartment house, double house, lodging house, rooming house, halfway house, rehabilitation room, hospital, sanatorium or doctor's office, or other multiple family dwelling, shall be erected, placed, permitted or maintained on any Lot or Common Area, or on any part thereof. "Home Occupational Offices" are allowed as defined in Article II.

B) No noxious or offensive activity shall be carried on upon any Lot or within any dwelling situated upon The Property, nor shall anything be done there in or thereon which may be or become an annoyance or nuisance to the neighborhood or other Lot Owners or residents.

C) The maintenance, keeping, boarding and/or raising of animals, livestock, insects colonies, bee hives, or poultry of any kind, regardless of number shall be and is hereby prohibited on any Lot or within any dwelling situated on The Property, except that this shall not prohibit the keeping of dogs, cats and/or caged birds within the confines of a cage, structure or fencing so as not to roam free. Domestic pets shall not be kept, bred or maintained for commercial purposes, and provided further, that such domestic pets are not a source of annoyance or nuisance to the neighborhood or other Lot Owners. Pets shall be registered, licensed and inoculated as may from time to time be required by law and shall be kept on a leash when not in an enclosed area. Any Lot Owner who keeps or maintains any pet upon any portion of the Common Areas shall be deemed to have indemnified and agreed to hold the Association and each of the Lot Owners free and harmless from any loss, claim or liability of any kind or character whatsoever arising from reason of the keeping or maintaining of such pet upon the Common Areas. The Board of Directors shall have the right to order any Lot Owner whose pet exhibits signs of being violent or dangerous to the community or a nuisance, to remove such pet from The Property and the Board of Directors shall have the sole and exclusive authority to determine, after notice to such Lot Owner and affording such Lot Owner an opportunity for a hearing before the Board of Directors, whether or not any pet is violent, dangerous or a nuisance.

D) No burning of trash or plant material and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any Lots provided however, that the storage of building materials and equipment shall be permitted during periods of new construction, remodeling and/or renovation of any improvements located upon any Lot.

E) No junk vehicle(s), trucks over one (1) ton, trailer(s), camp truck(s), utility trucks, mobile home, house trailer, school bus, modular home, geodesic dome, or home designed for movement on wheels, or other commercial machinery or equipment of any kind or character shall be kept or maintained upon The Property, nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out on any Lot. However, this restriction shall not apply to recreational vehicles, recreational trailers, or boats on a trailer kept within an enclosed garage or kept behind a fence out of public view. The parking of any vehicle within a street right-of-way is strictly prohibited, except on a temporary basis not exceeding 48 hours for a house guest.

F) Trash and garbage containers shall not be permitted to remain in public view. No incinerator shall be kept or maintained upon any Lot. Garbage, trash and other refuse shall be placed in covered containers.

G) No Lot shall be divided or subdivided and no portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose without approval of the Architectural Review Committee and the St. Tammany Parish Council. No portion of any dwelling (other than the entire dwelling) shall be leased. The provisions hereof shall not be construed to prohibit the granting of any servitude and/or right of way to any state, parish, municipality, political subdivision, public utility or other public body or authority, or the Association.

H) No Lot shall be used for the purpose of boring, mining, dirt removal, quarrying, exploring for or removal of oil or other hydrocarbons, minerals, gravel or earth.

I) Except for those trees that must of necessity be removed in order to clear any Lot or portion of a Lot for purposes of the construction of improvements thereon, no sound oak trees which have a circumference of eighteen (18) inches or larger when measured three (3) feet from the ground shall be removed from any Lot without written approval of the Association acting through its Board of Directors or duly appointed committee. The removal of said trees shall be in compliance with St. Tammany Parish Ordinance(s). The Board of Directors of the Association may from time to time adopt and promulgate such additional rules and Regulations regarding the preservation of trees and other natural resources and wildlife upon The Property as it may consider appropriate.

J) No structure of a temporary character, and no trailer, house trailer, mobile home, stable, pen, barn, tent, shack or outdoor clothes dryer shall be erected, used or maintained on any Lot at any time provided, however, the foregoing restriction shall not prohibit the maintenance of those temporary structures, trailers or the like which are necessary during the construction, remodeling and/or renovation of any improvements thereon. No such temporary structures, trailers or the like shall be utilized for dwelling purposes and all such structures, trailers or the like shall be removed from the Lot promptly following the completion of any of such improvements.

K) Except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" and such promotional signs or signs as may be maintained by the Association, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any Lot or dwelling provided that one temporary real estate sign and one temporary builder's sign, not exceeding six (6) square feet in area, each, may be erected upon any Lot or attached to any dwelling placed upon the market for sale or rent. Any such temporary real estate sign shall be removed promptly following the sale or rental of such dwelling. A security sign not greater than 144 sq. in. is allowed.

L) Regulations regarding Pools, Patios, and Decks:

- i) Swimming pools, patios and decks shall be located on the rear portion of the lot.
- ii) Swimming pools, patios and decks shall not be nearer than twenty (20) feet to any rear Lot line nor located in any required side yard setback. Swimming pools, patios and decks shall be constructed in the ground and be not higher than two feet above the crown of the street.
- iii) A fence of a design approved by the Architectural Review Committee that complies with the ordinances and requirements of the Parish of St. Tammany shall completely enclose any swimming pool.

M) No structure, planting or other material other than driveways or sidewalks shall be placed or permitted to remain upon any Lot which may damage or interfere with any servitude for the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels. Easements for utilities, drainage, drainage facilities and access to the golf course are as indicated on the CCCE subdivision plat. Fences, plants, or other improvements placed on easements and/or draining channels will be at the owner's risk.

N) No dwelling or other improvements which are located upon Country Club subdivision shall be permitted to fall into disrepair and all such dwellings and other improvements (including lawn and other landscaped areas) shall be maintained in good condition and repair. Each Lot shall be maintained in a clean and sanitary condition, free of trash, rubbish and other offensive matter. Dead trees shall be removed by the Lot Owner at the Lot Owners expense. The failure of the Lot Owner to comply with this section shall authorize the Association to provide the necessary work, labor, materials and maintenance necessary to bring the Lot into compliance and charge the Lot Owner for the expense as an additional assessment owed by the Lot Owner. The collection of amounts owed shall be made in accordance with the rights and remedies provided in Article VIII, Section 5, hereof.

O) All raised houses must have lattice skirting, or other suitable material or landscaping around the entire raised portion of the house in order to prevent a "see through" appearance. Each raised house shall provide not less than 18" clearance for a crawl space under the floor joists and 12" under the sills. The finished first floor elevation shall not exceed five feet (5') from existing grade.

P) Fences may be erected and maintained only after approval as to location, design and materials by the Architectural Review Committee and shall further comply with the following:

- i) No fence shall be erected, placed or altered on any Lot nearer to any street than on a line parallel to the front of the main dwelling. Fences shall not exceed six (6') feet in height. There shall be no front yard fences except with prior approval of the Architectural Review Committee.
- ii) No fences shall utilize barbed wire, creosote posts, or mesh wire fence material.
- iii) No fence shall be erected, placed or altered on any corner Lot (a Lot having frontage on two streets) nearer to the side street than the side setback line.

- Q) A dwelling constructed on any Lot shall comply with the following requirements:
- i) The residential dwelling on all Lots in Country Club Subdivision shall have not less than 2000 square feet of heated and cooled area. No building shall be erected, altered or permitted to remain on any Lot other than one detached single-family dwelling, not to exceed 2-1/2 stories in height, with an overall height limitation of 35 feet, and a private garage for not more than three cars.
 - ii) The construction of sidewalks, cement walkways or other concrete or blacktop travel paths running parallel to the street fronting on any Lot are strictly prohibited. This provision does not prohibit the construction of a walkway leading from a driveway or street to a front or rear door of a house.
 - iii) The heated and cooled area of the first floor of any dwelling shall have a ceiling height of not less than 8 feet.

R) The finished floor elevation of each dwelling constructed on a Lot shall be in accordance with the State of Louisiana and the Parish of St. Tammany regulations.

S) Minimum building setback lines are hereby established for the main residential structure on a Lot as follows:

Front Yard building setback:	50 feet
Side yard building setback:	20 feet
Rear yard building setback:	25 feet

The main residential structure on a Lot shall be constructed within the setback lines set forth above. Refer to Plat on file and dated August 14, 1962 for exceptions.

T) Any allowed accessory building including carport, garage, storage shed, cabana, gazebo, or other detached building shall comply with the following requirements: (i) have a maximum of 600 square feet under beam; (ii) comply with all setback requirements; (iii) shall be single story only, contain no living area, and have a maximum height of seventeen (17) feet and (iv) must be compatible with the overall quality of construction prevalent within the Country Club Subdivisions.

U) No individual water wells or individual sewerage treatment systems shall be allowed on any Lot. Each Lot shall utilize the central sewerage and water systems available designed for the Subdivision for all water and sewerage uses.

V) Outdoor loudspeakers, radios, public address systems and the like, whether they be of a temporary or permanent nature which emit in excess of 60 decibels of sound at a Lot line are expressly prohibited, in accordance with St. Tammany Parish ordinance(s). All other noise that offends, disturbs or constitutes a nuisance is expressly prohibited.

W) With respect to the established drainage pattern on any Lot, and as a part thereof, these restrictions hereby establish the following requirements, which shall be observed and satisfied by each Lot Owner for his Lot, to wit:

- i) Each Lot shall be graded to drain to the nearest appropriate drainage

- ii) servitude unless the Architectural Review Committee indicates otherwise. No fence shall substantially interfere with the drainage flow.
 - iii) Each Owner shall permit reasonable ingress and egress on the Lot by the parish for the purposes of maintenance and preservation of the established drainage pattern and drainage servitude areas. There shall be no affirmative obligation of the Association for any drainage construction or maintenance.
 - iv) With respect to the drainage of his/her Lot, an Owner shall be required to comply with the grading, elevation and fill requirements of these restrictions and the Architectural Review Committee at the time he/she shall construct a residence on the Lot.
- X) Any activity which will affect and/or alter drainage (i.e. property fill, new construction, placing culverts) must be approved by the applicable governmental regulatory authority(s).
- Y) Regulations regarding culverts and driveways:
 - i) All driveways connecting to the street must have a culvert to insure maintenance of driveway material and the proper flow of drainage. Driveway culverts shall extend not less than two (2) feet beyond the edge of the driveway. Culvert sizes must be in accordance with parish engineering specifications as set forth in the "as built" paving and drainage plans, and, further, approved in advance by the Architectural Review Committee. All culvert installation shall be set at an elevation established by the drainage plan for The Property and approved by the St. Tammany Parish Department of Engineering.
 - ii) It is the responsibility of the Owner to install the culvert at the correct elevation. If the culvert moves or is damaged during construction, it is the Owner's responsibility to replace or correct the culvert before pouring the concrete driveway. Failure to properly install a culvert shall authorize the Architectural Review Committee to replace and correct the culvert at Owner's expense. The failure of the Owner to comply with this section shall authorize the Association to provide the necessary work, labor, materials and maintenance necessary to bring the Lot into compliance and charge the Owner for the expense as an additional assessment owed by the Owner. The collection of amounts owed shall be made in accordance with the rights and remedies provided in Article VIII, Section 5, hereof.
 - iii) All driveways and aprons must be constructed of a material in keeping with the integrity of the development, must connect the driveway from the street to the garage or carport and must be approved by the Architectural Review Committee. All driveways shall be a minimum of ten (10) feet in width and shall be constructed not closer than one (1) foot from the side property line.

Article VIII

ARCHITECTURAL REVIEW COMMITTEE

Section 1. It is the purpose of the Architectural Review Committee to ensure that the character and harmony of Country Club Subdivisions is preserved and maintained. To that end, it is the duty of the Architectural Review Committee to review and verify that proposed projects are in compliance with the Covenants. It is not intended that a property owner be unduly delayed or improperly inconvenienced. Examples of activities in Country Club Subdivisions that require Architectural Review Committee approval:

- a) New home construction
- b) Culvert installation, ditching or excavation
- c) Construction of any addition or change to exterior walls and/or roof lines
- d) Construction or replacement of any detached buildings
- e) Installation of any satellite dish in excess of 24" in diameter
- f) Installation or replacement of pools, decks, balconies, porches, slabs, awnings, covers, driveways, fountains, ponds and fences

Each request for action on the items listed above must be submitted prior to change or construction, to the Architectural Review Committee in writing, including plans and specifications. Specifications should include location, nature, shape, height, material and type of proposed construction or change.

Section 2. Architectural Review Committee - Operation. The initial Architectural Review Committee shall be composed of the Members of the Board of Directors of the Association. The Architectural Review Committee shall serve for the length of time and at the pleasure of the Board of Directors and may be removed and replaced by a majority vote of the Board of Directors. In the event the Board of Directors fails to appoint an Architectural Review Committee, then the Board of Directors of the Association shall constitute the committee. The affirmative vote of a majority of the Members of the Architectural Review Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any authorization or approval of the like pursuant to the authority contained in this Article. The Committee Chair shall be a sitting member of the Board of Directors of the Association.

Section 3. Approvals. Upon approval by the Architectural Review Committee of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of such Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicants submitting the same. In the event the Architectural Review Committee fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within sixty (60) days after such plans and specifications (and all other materials and information required by the Architectural Review Committee) have been submitted to it in writing, then approval will not be required and this article will be deemed to have been fully complied with.

Any owner may appeal any disapproval of the Architectural Review Committee to the Board of Directors of this Association, and shall be entitled to a hearing before the Board of Directors at the next scheduled meeting.

Section 4. Limitations. Construction and/or alterations in accordance with plans and specifications approved by the Architectural Review Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which they are approved

by the Architectural Review Committee (whether by affirmative action or by forbearance from action, as in Section 3 of this Article). Furthermore, all construction and/or alterations shall be substantially completed within twelve (12) months following the date of commencement, or within such longer period as the Architectural Review Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Architectural Review Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviations from plans and specifications approved by the Architectural Review Committee without the prior consent in writing of the Architectural Review Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Architectural Review Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance. In the event the construction or alterations are not substantially completed within the twelve (12) month period specified hereinabove, the Architectural Review Committee shall have the further right to impose fines, penalties or sanctions for noncompletion.

Section 5. Remedy of Committee. Any act, omission or commission in violation of this article may be enforced or restrained by ordinary proceedings or injunctive relief without the necessity or obligation of the Association to furnish a bond or prove irreparable injury or harm for any injunctive relief. In any successful action by the Association against an Owner to enforce the provisions of this article, including the collection of money owed, the Owner shall pay all reasonable attorneys fees, costs of court, plus a fee of \$1000.00 to the Association for the enforcement of these restrictive covenants.

Section 6. Variances. The Architectural Review Committee is specifically granted the authority to grant variances with respect to the provisions of Article VII, Sections I, Q, S and T.

The approval of the Architectural Review Committee or, in its absence, the Board of Directors of the Association, shall be evidenced in writing that a majority of either the Architectural Review Committee or, in its absence, the Board of Directors, has consented to the variance, signed by the secretary of either the Architectural Review Committee or Board of Directors of the Association, as the case may be.

Section 7. Existing Structures. Existing structures shall be exempt from compliance with the restrictions set forth in Article VII, Sections P, Q, R, S and T herein. This existing structure exemption does not remove the requirement for all construction and renovation to be approved by the Architectural Review Committee.

Existing structures and Continuing Land Use shall be "grandfathered" under these restrictions as a non-conforming use, however, any discontinuance of a Continuing Land Use or any new activity on a Lot that violates these restrictions shall be actionable as a violation.

Article IX

Section 1. Duration - Amendment. The permanent servitudes and real rights and interests created herein, including the servitudes, privileges and restrictions of the act of dedication and restrictions herein shall, subject to the provisions herein, run in perpetuity with the land, and shall be binding upon the Owners hereof, their heirs, successors and assigns and shall inure to the benefit of and be enforceable by the Association, or by the Owner of any Lot subject to this act of dedication and restrictions, their representative, legal representative, heir, successor and assign, for a period of twenty (20) years from the date of recordation of this act, after which time the said servitudes, privileges and restrictions contained herein shall automatically extend for successive ten (10) year periods each, unless an instrument signed by the then Owners of a majority of the Lots has been

recorded agreeing to change said servitudes, privileges and restrictions in whole or in part. The terms and provisions of this act of dedication and restrictions, or any of the servitudes, privileges or restrictions herein contained, may be modified in whole or in part, terminated or waived, prior to or subsequent to the expiration of the twenty (20) year period aforesaid, by act of amendment or termination signed by the then Owners of fifty-one percent (51%) of the Lots in Country Club Subdivisions and duly recorded with the Clerk of Court for St. Tammany Parish, Louisiana.

Section 2. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the community of Country Club Subdivisions. Enforcement of these servitudes, privileges and restrictions shall be by any legal proceeding against any person or persons violating or attempting to violate any servitude, privilege or restriction, either to restrain or enjoin violation or to recover damages, or both, and the failure or forbearance by the Association or the Owner of any Lot to enforce any servitude, privilege or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The provisions hereof may be enforced, without limitation, by the Association, or by any Owner of any Lot that becomes subject to the provisions hereof.

There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of any of the within servitudes, privileges or restrictions cannot be adequately remedied exclusively by recovery of damages.

Section 3. Notices. Any notice required to be sent to any Lot Owner or Owner under the provisions of this act of dedication shall be deemed to have been properly sent when mailed, by Certified Mail, Return Receipt Requested, to the last known address of the person who appears as Lot Owner or Owner on the records of the Association at the time of such mailing.

Section 4. Severability. Invalidation of any one of these servitudes, privileges or restrictions by judgment, decree or order shall in no way affect any provisions hereof, each of which shall remain in full force and effect.

Section 5. Captions. The captions contained in this act of dedication are for convenience only and are not a part of this act of dedication and are not intended in any way to limit or enlarge the terms and provisions of this act of dedication.

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THUS DONE AND PASSED in Covington, St. Tammany Parish, Louisiana, on the day, month and year hereinabove first written, in the presence of the undersigned competent witnesses, who hereunto subscribe their names with the said Notary, after due reading of the whole.

WITNESSES:

**COVINGTON COUNTRY CLUB
ESTATES OWNERS ASSN.**

By: _____
David R. Dauphin, Individually

WITNESSES:

By _____
David R. Dauphin

As Agent and Attorney-In-Fact for 51% or
More of the Lot Owners in Country Club
Subdivision

NOTARY PUBLIC